

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 20	
2. Amendment/Modification No. 0001		3. Effective Date 2001MAR09		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R CATHY MENDOZA (309)782-1258 ROCK ISLAND IL 61299-7630 EMAIL: MENDOZAC@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE20-01-R-0020	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2001FEB09	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2001MAR23 03:45pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS AMENDMENT IS TO:

- A. EXTEND THE CLOSING DATE TO 23 MAR 01.
- B. ADD THE FOLLOWING NARRATIVE TO SECTION A NARRATIVE:

THE SOLICITATION HAS ADDED A ONE TIME BUY OF 24 EACH OF THE CABLE ASSY, NSN: 6145-01-158-4535, CLIN 0004. REFER TO THE REVISED PRICING CHART THAT HAS INCLUDED CLIN 0004, DRAWING SPI P9354096 IS ATTACHED AS ATTACHMENT 008.

A. ADD THE FOLLOWING CLAUSES:

- 1) DFARS 252.225-7008, SUPPLIES TO BE ACCORDED DUTY FREE ENTRY
- 2) FAR 52.202-1, DEFINITIONS
- 3) FAR 52.215-14, INTEGRITY OF UNIT PRICES
- 4) FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS
- 5) FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN
- 6) FAR 52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
- 7) FAR 52.222-19, CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES
- 8) FAR 52.223-6, DRUG-FREE WORKPLACE
- 9) FAR 52.223-14, TOXIC CHEMICAL RELEASE REPORTING
- 10) FAR 52.227-2, NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
- 11) FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS
- 12) FAR 52.246-23, LIMITATION OF LIABILITY
- 13) DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
- 14) DFARS 252.219-7003, SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD Contracts)
- 15) DFARS 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
- 16) DFARS 252.225-7010, DUTY-FREE ENTRY - ADDITIONAL PROVISIONS
- 17) DFARS 252.225-7026, REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
- 18) DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD Contracts)
- 19) FAR 52.227-1, AUTHORIZATION AND CONSENT
- 20) FAR 9.306(c), WAIVER OF FIRST ARTICLE APPROVAL
- 21) DFARS 252.225-7003- INFORMATION FOR DUTY-FREE ENTRY EVALUATION
- 22) FAR 9.306(c), FIRST ARTICLE APPROVAL
- 23) FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
- 24) FAR 52.204-5, WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
- 25) FAR 52.215-6, PLACE OF PERFORMANCE
- 26) FAR 52.223-13, CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
- 27) FAR 52.216-1, TYPE OF CONTRACT
- 28) FAR 52.215-4507, EVALUATION OF OFFERS
- 29) FAR 52.211-4503, PACKAGING REQUIREMENTS (COMMERICAL)

B. DELETE THE FOLLOWING CLAUSES:

- 1) FAR 52.249-1, IF0129, TERMINATION FOR CONVENIENCE - SHORT FORM
- 2) FAR 52.202-1, IF7252, DEFINITIONS
- 3) FAR 52.244-6, IF7253, SUBCONTRACTS FOR COMMERCIAL ITEMS

C. CORRECT/CLARIFY THE FOLLOWING CLAUSES:

- 1) CLAUSE CS6500, REPLACE P30RRRX3 WITH M111CD01M1.
- 2) CLAUSE ES6031, CLARIFY THE FIRST ARTICLE TEST (CONTRACTOR TESTING): THE FIRST ARTICLE SHALL CONSIST OF 3 EACH, 9341190, LOW POWER JUNCTION BOXES, AND 3 EACH COMPLETE ASSEMBLIES, 3 EACH COMPLETE SUBASSEMBLIES, AND 3 EACH COMPLETE COMPONENTS.
- 3) CLAUSE HS6002, REPLACE -1- PERCENT WITH TEN AND REPLACE -2-% WITH 10%.
- 4) CLAUSE IF6155, REPLACE 01 MAR 06 WITH 31 MAR 06.
- 5) CLIN 0002 CHANGE INSPECTION FROM SOURCE TO DESTINATION.

D. ADD TWO DRAWINGS 9387660 AND 9354243 (ATTACHMENTS 004 AND 005) THAT WERE OMITTED FROM THE CD ROM.

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E. ADD TWO DRAWINGS 12974141 AND PSI 9341190 (ATTACHMENT 006 AND 007) TO THE CD-ROM AND ADD THE FOLLOWING STATEMENT TO SECTION C:

DOCUMENT	ADD	
12974141	X	DATED 06/26/96
9353946	X	NOTE 6: MATERIAL: SHRINK TUBING, YELLOW, PART NO. M23053/5-105-4 PER MIL-I-23053/5

F. SECTION J, LIST OF ATTACHMENTS

1) ADD PAGES NUMBERS TO THE FOLLOWING CURRENT LIST OF ATTACHMENTS:

EXHIBIT A	CONTRACT DATA REQUIREMENTS LIST	002 PAGES
ATTACHMENT 003	SECTION C	002 PAGES

2) ADD THE FOLLOWING ATTACHMENTS:

ATTACHMENT 004	DRAWING 9387660	001 PAGE
ATTACHMENT 005	DRAWING 9354243	001 PAGE
ATTACHMENT 006	DRAWING 12974141	001 PAGE
ATTACHMENT 007	DRAWING 9341190	001 PAGE
ATTACHMENT 008	DRAWING 9354096	001 PAGE

3) REPLACE THE CURRENT PRICING CHART WITH A REVISED PRICING CHART (EXHIXIT B) THAT INCLUDES CLIN 0004, A ONE TIME BUY OF 24 EACH, CABLE ASSY.

*** END OF NARRATIVE A 002 ***

[illegible]

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Status	Regulatory Cite	Title	Date
B-1 CHANGED	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Status	Regulatory Cite	Title	Date
C-1 CHANGED	52.210-4513 ACALA	STATEMENT OF WORK - STABLE BASE MYLARS	FEB/1994

Stable Base Mylars Master(s) are required as follows:

CLIN(s)	DRAWING NO(s)	PRON NO(s)	NSN(s)
0001	11829423 AND 9353853	M111CD01M1	5975-01-142-2799

Stable Base drawings should be requested from the Contracting Officer not later than thirty days after award of contract.

(End of Clause)

(CS6500)

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SECTION D - PACKAGING AND MARKING

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 CHANGED	52.211-4503	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
	TACOM-RI		
	CLIN 0004, CABLE, ASSY, NSN:	6145-01-158-4535	

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: PARA 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NA

(End of clause)

(DS6413)

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED TACOM-RI	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

3 each, 9341190, low power junction boxes, to include 3 each assemblies, 3 each subassemblies, and 3 each components.

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report.Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSTA-AR-QAW-C.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in theplace of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

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(ES6031)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.202-1	DEFINITIONS	MAR/2001
I-2 ADDED	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-3 ADDED	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-4 ADDED	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-5 ADDED	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-6 ADDED	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-7 ADDED	52.223-6	DRUG-FREE WORKPLACE	MAR/2001
I-8 ADDED	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-9 ADDED	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-10 ADDED	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
I-11 ADDED	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-12 DELETED	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-13 ADDED	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-14 ADDED	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-15 ADDED	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-16 ADDED	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-17 ADDED	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-18 ADDED	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-19 CHANGED	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 31 MAR 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-20 DELETED	52.202-1	DELETED 7 FEB 01 AND REPLACED BY IF0197, DEFINITIONS	OCT/1995
I-21 ADDED	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and

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(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-22 ADDED 52.227-1

AUTHORIZATION AND CONSENT

JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect

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Name of Offeror or Contractor:

this authorization and consent.

(End of clause)

(IF7220)

I-23 DELETED 52.244-6

DELETED 07 FEB 01 AND REPLACED BY IF0352, SUBCONTRACTS FOR COMMERCIAL
ITEMS

OCT/1998

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
Attachment 003	SECTION C		002	

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Status	Regulatory Cite	Title	Date
K-1 ADDED	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it _____is,_____is not a women-owned business concern.

(End of provision)

(KF7064)

K-2 ADDED	52.215-6	PLACE OF PERFORMANCE	OCT/1997
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,			

()intends,
 ()does not intend
 (check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____	_____
_____	_____
_____	_____

(End of Provision)

(KF7023)

K-3 ADDED	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.			

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-01-R-0020 MOD/AMD 0001 </p>	<p style="text-align: center;">Page 17 of 20</p>
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Name of Offeror or Contractor:

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of th Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located withing any State of the Unite States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Unite States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 CHANGED 52.216-1	TYPE OF CONTRACT		APR/1984

The Government contemplates award of a LONG-TERM, FIRM-FIXED PRICE, INDEFINITE DELIVERY, INDEFINITE QUANTITY contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-2 ADDED 9.306(c) FAR	WAIVER OF FIRST ARTICLE APPROVAL
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THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, underwhich identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(LF7009)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

THE GOVERNMENT WILL MULTIPLY THE PROPOSED UNIT PRICE TIMES ITS CORRESPONDING WEIGHT (THE "WEIGHT" IS THE MOST CURRENT ASSESSMENT OF THE LIKELIHOOD, EXPRESSED AS A PERCENTAGE, THAT THE ACTUAL ORDER QUANTITY WILL FALL WITHIN THAT RANGE).

THE WEIGHTED PRICES FOR EACH RANGE WILL BE ADDED TOGETHER RESULTING IN A SINGLE WEIGHTED UNIT PRICE WHICH IS THEN MULTIPLIED TIMES THE ESTIMATED QUANTITY TO DETERMINE THE EVALUATED PRODUCTION PRICE.

IF FIRST ARTICLE TESTING IS REQUIRED, THE TOTAL EVALUATED PRICE WILL INCLUDE THE EVALUATED PRICES FOR PRICING PERIOD 1 WITH FIRST ARTICLE TESTING AND PRICING PERIODS 2-5 WITHOUT FIRST ARTICLE TESTING.

IF FIRST ARTICLE TESTING IS WAIVED, THE TOTAL EVALUATE PRICE WILL INCLUDE THE EVALUATED PRICES FOR PRICING PERIODS 1-5 FOR THE WITHOUT FIRST ARTICLE TESTING PRICES ONLY.

*** END OF NARRATIVE M 001 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1 ADDED 9.306(c) FAR FIRST ARTICLE APPROVAL

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-2 ADDED 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION
DFARS

MAR/1998

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

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Name of Offeror or Contractor:

M-3 CHANGED 52.215-4507
TACOM-RI

EVALUATION OF OFFERS

MAR/1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)